his possession on the 2d of February last, amounting to upwards of twenty-six thousand dollars, and this sale being reported, the proceedings are now laid before the Chancellor for an immediate ratification thereof, to which the parties interested give their assent.

There would, therefore, be no difficulty in passing the usual order of ratification, but for a suggestion which created some doubt in the mind of the court as to the rate of the commission which should be allowed the receiver upon the proceeds of these sales. It has been suggested by counsel of the highest respectability and extensive practice in the court, that eight *per centum* is the usual allowance to receivers of insolvent corporations or private partnerships in analogy to the allowance to trustees of insolvent debtors under the act of 1805, ch. 110, sec. 10, and that the late Chancellor, proceeding upon that analogy, had fixed the commission accordingly in all such cases.

Supposing that the office, responsibilities and duties of a receiver are strictly analogous to those of the trustee of an insolvent debtor, it would not follow that the commission would in all cases be eight *per cent.*, because that rate is the *maximum* allowed by the act to such trustees, which, therefore, though it cannot be exceeded, may be reduced by the court.

In consequence, however, of the suggestion above mentioned, the Chancellor has considered it proper, by an examination of some of the cases passed upon by his predecessor, to ascertain how far any rule upon the subject has been established, and the result is, as he understands the cases, that the amount of compensation allowed to receivers has been controlled by circumstances rather than by any fixed, invariable principle, or analogy.

In *Williamson* vs. *Williamson*, 1 *Bland*, 418, which was the case of an insolvent partnership, decided in 1826, the allowance to the receiver was eight *per centum*, but as said by the Chancellor at page 428, the compensation was determined on a representation of his trouble, skill, and merits, as to which the parties were entitled to be heard. The allowance, therefore, in this case was not in conformity with any established rule.

In the manuscript case of *Fell* vs. *Doyle*, in 1831, which